

## MAINTENANCE AGREEMENT

This Maintenance Agreement is made as of the 14 day of June, 2006, by and between Laetitia Yeandle, hereinafter referred to as "Ms. Yeandle" and the Town of Garrett Park, a municipal corporation of the State of Maryland, hereinafter referred to as the "Town".

### WITNESSETH

WHEREAS, Ms. Yeandle has agreed to convey certain property, more particularly described on Exhibit A attached hereto and incorporated herein, hereinafter referred to as the "Subject Property", to the Town; and

WHEREAS, said conveyance is to be made subject to a life estate reserved to Ms. Yeandle; and

WHEREAS, pursuant to the aforesaid life estate, although the Town will be the record owner of the subject property, Ms. Yeandle will have the right to use and occupy the Subject Property as her residence; and

WHEREAS, the parties desire to set forth their respective rights and obligations during the term of Ms. Yeandle's life estate.

NOW, THEREFORE, in consideration of the conveyance of the Subject Property by Ms. Yeandle to the Town, the mutual promises and obligations set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. During the term of Ms. Yeandle's life estate, Ms. Yeandle shall be responsible for maintenance and repair of the house and all appurtenant structures and improvements on the Subject Property.
2. Ms. Yeandle shall be responsible for and shall insure the house, contents and other improvements for such amounts as she deems appropriate. It is understood that if any such insurance is not adequate to repair or replace the house, contents or other improvements, the Town shall have no responsibility or liability for such loss and Ms. Yeandle shall retain the risk of loss throughout the term of her life estate.
3. Ms. Yeandle shall obtain and maintain throughout the course of her life estate, liability insurance issued by a company with a Best rating of "A" or better in the amount of at least \$500,000.00. The Town shall be designated as an additional insured and any such policy shall include a requirement that the Town is notified if the policy is not renewed or is terminated, such notice to be provided to the Town at least thirty (30) days before the expiration or termination of the policy.

4. Notwithstanding the foregoing, the Town may, in its sole discretion, obtain and maintain such additional insurance as it may deem desirable to protect the Town's interest.

5. During the term of Ms. Yeandle's life estate, the Town shall maintain the unimproved portions of the subject property. Such maintenance shall include removal of trash and debris that may become located on the property by persons other than Ms. Yeandle and/or her agents, the mowing of grass as, necessary, and such other activities to which the parties may agree from time to time.

6. The parties agree that Ms. Yeandle may terminate her life estate during her lifetime by executing a document surrendering or waiving her life estate and recording it among the Land Records for Montgomery County, Maryland. Ms. Yeandle's obligations under this Agreement shall remain in full force and effect until such document is recorded in the Land Records and the Town receives a copy of the recorded document or the date that Ms. Yeandle completely vacates the Subject Property, whichever occurs later. In the event Ms. Yeandle terminates her life estate, she shall promptly vacate the Subject Property. In the event Ms. Yeandle does not have the capacity to execute a document terminating her life estate, such document may be executed by Ms. Yeandle's legal guardian, administrator or a duly appointed attorney-in-fact pursuant to a power of attorney executed by Ms. Yeandle and recorded among the Land Records of Montgomery County, Maryland.

7. Any modification or waiver of any provisions of this Agreement shall be effective only if made in writing and executed with the same formality as this Agreement.

8. The failure of either party to insist on strict performance of any of the provisions of this Agreement shall not be construed as a waiver of any subsequent default of the same or different nature.

9. If any provision of this Agreement is held to be invalid or unenforceable, all other provisions shall, nevertheless, continue in full force and effect.

10. At the request of either party, the other shall promptly execute and deliver all instruments and documents necessary to effectuate any of the provisions of this Agreement.

11. This Agreement contains the entire understanding of the parties with respect to the subject matter herein, and there are no representations, warranties, covenants or undertakings of, by or between the parties, other than those expressly set forth herein.

12. Except as otherwise stated herein, all of the provisions of this Agreement shall be binding upon the respective heirs, next of kin, executors, administrators and successors in interest of the parties.

13. This Agreement shall be construed in accordance with the laws of the State of Maryland and the parties agree that any litigation brought pursuant to this Agreement shall be brought in the Circuit Court for Montgomery County, Maryland.

14. This Agreement shall be executed in triplicate and each of the triplicate copies shall have the same force and effect as if it were the original copy.

15. No provision of this Agreement shall be interpreted for or against any party hereto by reason that such party's legal representative drafted all or any part hereof.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals to this Agreement in three (3) counterparts, each of which shall constitute an original hereof, as of the date first above written.

L. Yeandle (SEAL)  
LAETITIA YEANDLE

TOWN OF GARRETT PARK

By Carolyn Shawaker (SEAL)  
CAROLYN SHAWAKER, MAYOR